

4457-631

# Abstract

of

The Title

to

Lots #88, 90 & 91

in

CANTON GARDENS,

Plain Township,

Stark County,

Ohio.

Plain Township Historical Society

ESTABLISHED 1880

THE SMITH TRUMP ABSTRACT COMPANY  
CANTON, OHIO

#5884.

ABSTRACT OF THE TITLE to Lots #89, 90 and 91 in  
Canton Gardens, Plain Township, Stark County, Ohio.

No. 2.

All Deeds, Mortgages and other instruments of writing  
set forth in the following Sections are properly executed unless  
otherwise noted therein, and all cancellations of Mortgages and  
other instruments are regular unless otherwise noted.

When the husband or wife joins in the Granting Clause,  
the name will appear as at Section #4, but when dower only is  
released, it will appear as "husband" or "wife" only.

No. 3.

The United States, By  
James Madison, Pres.,  
to  
Thomas Hailey.

Patent.  
Dated June 1st, 1810.  
Copy Recorded May 23rd, 1907.  
Vol. 469, Page 266.

North West Quarter of Section #29, Township #11,  
Range #8 of the lands directed to be sold at Steubenville.

No. 4.

Thomas Healea and  
Caszandrea, his wife,  
to  
David Risher.

Warranty Deed. \$900.00  
Dated April 29th, 1811.  
Rec. for rec. -----  
Rec. Vol. "B", Page 90.

Conveys the North West Quarter of Section #29, Township  
#11, Range #8, Stark County, Ohio.

No. 5.

David Risher's  
Estate.

1822 Oct. 7" George Cribbs, Admr.  
1922 Dec. 13" Inventory and account of  
sales filed.  
No further record.  
Admr. Doc. "A", Page 67.  
Stark County Probate Office.

John Wingert,  
and wife,  
vs.  
The heirs of  
David Risher,  
deceased.

PETITION FOR PARTITION.  
1827 Mar. 2nd Petition filed.  
1827 May 23rd John Harris, Guardian  
ad litem.  
1827 May 23rd Writ ordered.  
1827 June 7th Writ issued.  
1827 Sept. 17" Return of appraisers and  
sale ordered and contin-  
ued.  
1827 Oct. 3rd Order to sell certified.  
1828 Apr. 11th Leave to amend by  
striking Margaret and  
inserting Rebecca.  
1828 Apr. 11th Distribution ordered.  
Costs paid.  
Doc. "E", Page 190.  
Rec. Vol. "H", Page 243.

PETITION:- Recites that on or about 1822 David Risher of Plain Township, Stark County, Ohio, died intestate seized in fee simple of the North West Quarter of Section #29, Township #11 Range #8. That Petitioners John Wingert and Susannah, his wife, in right of said Susannah, who is a legal heir of the said David Risher, deceased, are entitled to 1/11 part of said Quarter Section which they hold in coparcenary with Catharine legal heir of lawful age, intermarried with one George Mattenger, of Columbiana County, Ohio, Nancy, intermarried with Valentine Shook; Elizabeth, intermarried with John Dull; Esther, intermarried with George Hensyl, all legal heirs of lawful age of Stark County, Ohio. David Risher, Polly Risher, Daniel Risher, Lydia Risher, Rebecca Risher, Polly Risher legal and minor heirs, of Stark County aforesaid; that said David Risher left a widow Ann, since intermarried with Baltzer Koontz of Stark County, Ohio, who is entitled to dower in said Quarter, which has been assigned to her, by three persons appointed by your honor to appraise said land, as follows: Commencing at the South East corner of said Quarter and runs North on the East line thereof 116 rods and a half; thence West 55 rods; thence South 116 rods and a half to the South line of said Quarter; thence East on said line 55 rods to the place of beginning, in the form of a long square containing 40 acres and 7 rods. Prays for partition of said Quarter, subject to said widow's dower above described, including the reversionary interest in said dower tract, etc, etc.

ORDER:- Court appoints John Harris Esq., Guardian ad litem for minor heirs, and finds that notice of the pendency of suit has been given as required by law.

The Court found that the statements in the petition were true, and ordered partition accordingly.

The Commissioners appointed to divide said land reported that the same could not be divided without prejudice, and appraised the same subject to the widow's dower, and including the reversionary interest therein at \$1060. Sale ordered subject to dower.

SALE:- Sheriff reports the sale of said premises.  
Sale approved and deed ordered.

Timothy Reed, Sheriff,  
to  
Nicholas Stump.

Sheriff's Deed. \$1003.00  
Dated August 7th, 1826.  
Rec. for rec. Sept. 1st, 1828.  
Rec. Vol. "G", Page 534.

Conveys the North West Quarter of Section #29, Township #11, Range #8, Stark County, Ohio, subject to the widow's dower interest, therein.

Deed recites that the same is made under an order of Court in the proceedings noted above.

Nicholas Stump and  
Catharine, his wife,  
to  
Jacob Clippert.

Quit Claim Deed. \$1400.00  
Dated January 17th, 1829.  
Rec. for rec. Apr. 9th, 1830.  
Rec. Vol. "H", Page 613.

Same description as above.

Jacob Clippert,  
and wife,  
to  
Peter Branden and  
William Brandon.

Warranty Deed. \$400.00  
Dated January 24th, 1829.  
Rec. for rec. Dec. 7th, 1829.  
Rec. Vol. "H", Page 482.

Conveys part of the North West Quarter of Section #29, Township #11, Range #8, Stark County, Ohio, beginning at the Quarter post on North boundary of said Section and running thence with said boundary line West 31 chains 75 links; thence South 10 chains 87 links to Michael Martz land; thence with the North boundary of said land East 18 chains, 35 links to the North West corner of a 40 acre lot heretofore laid off in said Quarter to the widow of Daniel Risher; thence with the West boundary of said dower, South 4 chains to a post; thence East 13 chains 75 links, to a post; thence North 14 chains, 86 links to the place of beginning, containing 40 acres 5½ acres thereof is in said widows dower in which she has a life estate.

NOTE:- Grantors name is given as "Clipper" in granting clause, he signs "Clippert", and is acknowledged as "Clippert", Wife's name is given as "Clippert" in all parts of instrument.

Jacob Klippert,  
and wife,  
to  
Michael Matz.

Warranty Deed. \$100.  
Dated October 9th, 1828.  
Rec. for rec. Apr. 16th, 1829.  
Rec. Vol. "H", Page 200.

Situated in the Township of Plain, County of Stark, and State of Ohio, being part of the North West Quarter Section #29, Township #11, Range #8, beginning for the same at a post at the North West corner of a tract of land laid off in said Quarter Section by order of the Court of Common Pleas Stark County, Ohio, to Baltzer Koontz and wife as their dower interest in said Quarter Section; and running thence West 74 perches; thence South 15 perches and 2 links; thence East 74 perches; thence North to the place of beginning, containing 7.04 acres.

NOTE:- Name of grantor is written "Jacob Clippard" but he signed as shown above.

Wife's name not in dower; she is described as "----- wife of said Jacob." She signed and acknowledged, "Elizabeth Klippart."

Jacob Klippart,  
and wife,  
to  
Michael Martze.

Warranty Deed. \$80.00  
Dated June 12th, 1830.  
Rec. for rec. July 13th, 1830.  
Rec. Vol. "H", Page 734.

Conveys part of the North West Quarter of Section #29, Township #11, Range #8, Stark County, Ohio. Beginning for the same 2.2 perches East of the North West corner of a 40 acre lot laid off in said Quarter to the widow of David Risher, deceased, thence South 18 perches to a post; thence West 2.2 perches to a post; thence North 1 perch; thence West 73 perches to a post; thence North 17 perches to a post; thence East 75.2 perches to the place of beginning, containing 8 acres and a fourth of an acre is of the dowery in which David Risher's widow has a life interest.

There is no deed for the premises described at Sections #10 and 11 above, from Michael Matz or Michael Martze, on record in Stark County, Ohio.

No. 13.

There is no record of any will, or administration on the Estate of Michael Matz, or Michael Martze, in Stark County, Ohio Probate Court.

No. 14.

There is no deed from Peter Brandon to William Brandon for the premises described at Section #9 above, on record in Stark County, Ohio.

No. 15.

There is no record of any will or administration on the Estate of Peter Brandon, in Stark County, Ohio, Probate Court.

No. 16.

William Brandon,  
and wife,  
to  
Adam Oberlin.

Warranty Deed. \$1550.00  
Dated December 8th, 1837.  
Rec. for rec. Dec. 9th, 1837.  
Rec. Vol. "S", Page 498.

Conveys the premises situate in the County of Stark, and State of Ohio, and being a part of the North West Quarter of Section #29, Township #11, Range #8, beginning for the same at the Quarter post on the North boundary of said Section, and running thence with said boundary line West, 128 perches to a post; thence South 59 perches to a post; thence East 72.6 perches to a post; thence South 1.5 perches; thence East 55 perches to a post; thence North 60.1 perches to the place of beginning so as to contain 48 acres.

Grantor's name is written "Branden" in some parts of deed.

No. 17.

Adam Oberlin and  
Elizabeth, his wife,  
to  
Henry Ream.

Warranty Deed. \$3000.00  
Dated January 21st, 1852.  
Rec. for rec. Jan. 19th, 1852.  
Rec. Vol. 49, Page 279.

Conveys the 48 acres described at Section #16 above,  
"excepting 2.26 acres off from the West end, which heretofore  
was conveyed and deeded to William L. Pepple by deed bearing  
date January 1st, 1851, and recorded in Vol. 27, Pages 277 and 278  
reference thereto being had will more fully appear."  
Also conveys other premises.

No. 18.

Adam Oberlin and  
Elizabeth, his wife,  
to  
Henry Ream.

Warranty Deed. \$3000.00  
Dated January 21st, 1852.  
Re-recorded Mar. 15th, 1907.  
Rec. Vol. 461, Page 495.

Conveys the same as Section #17 above, except date of  
deed to William L. Pepple is given as January 1st, 1841.

No. 19.

On January 1st, 1841, Adam Oberlin and Elizabeth,  
his wife, conveyed to William L. Pepple, the following described  
premises, viz:-

Part from the North West Quarter of Section #29, Township  
#11, Range #8, and is bounded as follows, to-wit:-

Beginning for the same 35 rods East from the North  
West corner of said Quarter, at a stake on the North line of said  
Quarter; thence South along the West line of said Oberlin's land  
58 rods and five tens, to the South West corner of said Oberlin's  
land; thence North 17° East 26 rods and three tens to a stake;  
thence North 4degrees West 17 rods and 6 tens to a stake; thence  
North 66 $\frac{1}{4}$  -- West 8 rods and 4 tens to the place of beginning,  
the same containing 2.26 acres.

N. B. Said Oberlin reserves for himself, his heirs and assigns  
forever, from the place of beginning of said tract of  
land as herein above described, by a course bearing by the compass  
South 54 $\frac{3}{4}$  degrees East till it intersects the fourth station,  
bearing North 4 degrees West, for the privilege of setting a fence  
on said excepted course for the use of a wattering place.

Vol. 27, Page 277.



Henry Ream's  
Will.

Dated January 17th, 1905.  
Probated Oct. 25th, 1906.  
Recorded in Will Vol.  
"V", Page 416.

Item 1. It is my will that all my just debts and all charge against my estate be first paid out of my estate and a suitable monument erected by my Executor.

Item 2. It is my will that my Executor hereinafter named, out of the moneys in his hands, after the sale of the property as hereinafter provided, shall during the life of my wife, Anna Ream, hold in trust for her, the sum of \$3000.00, which shall be loaned by said Executor and the proceeds thereof paid semi-annually to my said wife, during her life. If at any time the said income is not sufficient for her maintenance and support, then said Executor in his judgment may advance such proportion of said principal as in his opinion is necessary for such maintenance and support. This provision of the will to be in lieu of the dower, homestead rights, and year's support, and in lieu of all interest which the law gives to the wife in the personal property.

\* \* \* \* \*

I do hereby nominate and appoint Charles W. Ream, Executor of this my last will and testament and ask that he be not required to give bond.

It is my will that my said Executor shall have two years in which to sell my estate, and that he shall proceed at any time within said two years as his best judgment may dictate and sell all the real estate of which I die seized or possessed and all personal property, either at private sale or public auction, I hereby authorizing my Executor to make, sign and execute, good and sufficient deeds for said realty and good and sufficient title to said personal property. At the death of my wife, the \$3000.00 or so much thereof as remains in the hands of my Executor shall be divided in the same manner and proportion as the balance of my estate hereinbefore provided for.

The Application to probate the Will of Henry Ream, deceased, late a resident of Plain Township, Stark County, Ohio, shows that he died on the 13th day of October, 1906, leaving Anna Ream, his widow, and the following persons all his next of kin resident in the State of Ohio.

Josiah W. Ream,	Son,	Muncie, Ind.
Ellen A. Carnes,	Daughter,	Canton, Ohio.
Edward Ream,	Son,	Cleveland, Ohio.
Emma C. Bordner,	Daughter,	Canton, Ohio.
Chas. W. Ream,	Son,	Canton, Ohio.
Carl Abner Ream)		
Maud Ream)	Grand-children,	Canton, Ohio.
Helen Ream)		

No. 22.

On February 23rd, 1907, Anna Ream, widow of Henry Ream, deceased, elected to take under the will of her said husband.

Journal 40, Page 242.

No. 23.

Henry Ream's  
Estate.

1906 Oct. 25" Will and all papers relating thereto, together with certified Journal Entry admitting to Probate and Record, certified from Common Pleas Court, Stark County, Ohio, to this Court filed.

1906 Nov. 6" Application filed.

1906 Nov. 6" Charles W. Ream, Executor. Bond waived by will.

1906 Nov. 6" Letters issued.

1907 Feb. 26" Widow elects to take under the will.

1907 Sept. 4" Bond filed and approved.

1909 Jan. 20" First account filed.

1909 Feb. 1" Statement to County Auditor issued.

No further record.

Admr. Doc. "K", Page 427.  
Stark County Probate Office.

Plain Township Historical Society

Charles W. Ream,  
 Executor of Henry  
 Ream,

to

Mrs. Amanda H. Estep &  
 Mrs. Maude Hiner Ream.

Executor's Deed. \$12150.00  
 Dated March 1st, 1907.  
 Rec. for rec. May 31st, 1907.  
 Rec. Vol. 469, Page 284.

Conveys "Parts of the South West Quarter of Section #20 and North West Quarter of Section #29, Township #11, Range #8, Beginning at a stone at the South East corner of said South West Quarter of said Section #20; thence North 5 degrees East with the East line of said Quarter 1327 feet to a "B" Walnut tree in the East and West half Quarter line; thence North 85 degrees West with said half Quarter line 593 feet; thence South  $2\frac{3}{4}$  degrees West 470 feet to a white oak tree 22 inches in diameter; thence South 24 degrees West 170 feet to a maple tree 16 inches in diameter; thence South  $52\frac{1}{2}$  degrees West 348 $\frac{1}{2}$  feet to a stone; thence North  $77\frac{1}{4}$  degrees West 69 feet to a stone; thence North 71 degrees West 545 feet to a stone; thence North  $72\frac{1}{4}$  degrees West 344 feet to a stone in the East edge of the old mill race; thence South  $45\frac{1}{2}$  degrees West 632 feet to a stone on the East bank of race; thence South 27 degrees East 217 feet to a stone; thence South  $62\frac{3}{4}$  degrees East 139 feet to a stone; thence South 292 feet to a stone; thence South 11 degrees West 203 feet to a stone; thence South 21 degrees West 449 $\frac{1}{2}$  feet to a stone; thence South 85 degrees East 1218 feet to a stone; thence South 5 degrees West  $24\frac{3}{4}$  feet to a corner of the Trump and Henry Farm; thence South 85 degrees East with the North line of Trump farm 911 feet to a stone in the East line of said North West Quarter; thence North 5 degrees East 997 feet to the place of beginning, and containing 83.50 acres of land."

No. 25.

Mrs. Amanda H. Estep,  
 (widow),  
 Mrs. Maude Hiner Ream,  
 and husband,

to

Lucia M. Blum.

Warranty Deed. \$16700.00  
 Dated April 1st, 1910.  
 Rec. for rec. Apr. 1st, 1910.  
 Rec. Vol. 507, Page 432.

Conveys the same as Section #24 above.

Lucia M. Blum and  
John P., her husband,  
to  
J. W. Wilbur.

Warranty Deed. \$8586.00  
Dated August 13th, 1913.  
Rec. for rec. Aug. 15th, 1913.  
Rec. Vol. 567, Page 260.

Conveys a part of the North West Quarter of Section #29, Township #11, (Plain), Range #8, Beginning at a stone at the North East corner of said Quarter; thence South 5 degrees West with the East line of said Quarter 205.14 feet to the true place of beginning of the tract of land hereby conveyed; thence North 83° 55' West 341.5 feet; thence North 6 degrees 05' East 38 feet; thence North 81 degrees West 1645 feet; thence South 166.5 feet; thence South 11 degrees West 203 feet; thence South 21 degrees West 449.5 feet to a stone at the most Southerly corner of a 2.26 acre tract sold by Oberlin to Pepple by deed recorded in Vol. 27, Page 277, Stark County Deed Records; thence South 83 degrees 50' East 1218 feet to a stone at the North East corner of the P. Henry tract containing 12.6 acres; thence South 5 degrees West 24 $\frac{3}{4}$  feet; thence South 83 degrees 50' East 911 feet to a stone in the East line of said Quarter; thence North 5° East 791.86 feet to the place of beginning and containing 37.481 acres of land.

Said grantors further grant and convey to the grantee, his heirs and assigns the right to use as and for a road and highway for said grantee, his heirs and assigns the following described premises, to-wit: Being parts of the South West Quarter of Section #20 and the North West Quarter of Section #29, in Township #10 Plain, and Range #8, Beginning at a stone at the North East corner of said North West Quarter; thence North 5 degrees East with the Quarter line 15 feet; thence North 84 degrees West 50 feet; thence South 5° West and parallel with the East line of said North West Quarter, 220.07 feet; thence South 83 degrees 55' East 50 feet to the Quarter line; thence North 5 degrees East 205.14 feet to the place of beginning and containing .252 of an acre of land.

Also granting and conveying to said grantee not only the right to use the last above described tract or parcel of land as and for a highway as aforesaid, but also the right to use the highway leading from the public road known as the Canton-Akron Highway to said last above described premises, the same being the present road-way leading from the Canton-Akron Road and the 50 feet hereinbefore conveyed for road purposes and thus giving to said grantee and his heirs and assigns the right to use said highway above described now owned and said 50 foot strip herein above described and further giving the right to said grantee his heirs and assigns to improve a road-way as he desires and sees proper the said 50 foot strip together with said road now opened.

Said grantee is now having an option upon the remaining part of said grantor's farm. If the grantee, Wilbur, buys the remaining part of grantor's farm, then, he, Wilbur, to pay grantors at the rate of \$255 per acre for the .252 of an acre of land hereinbefore described, the same being the 50 foot strip reserved for roadway purposes.

Lucia M. Blum and  
John P., her husband,  
to  
J. W. Wilbur.

Warranty Deed. \$8586.00  
Dated Sept. 8th, 1913.  
Rec. for rec. Sept. 23rd, 1913.  
Rec. Vol. 567, Page 386.

Conveys part of the North West Quarter of Section #29, Township #10, Range #8, Stark County, Ohio, Beginning at a stone at the North East corner of said Quarter; thence running South 3 degrees 59' West with the East line of said Quarter 198.8 feet to the true place of beginning of the tract hereby conveyed; thence North 87 degrees 2' West 341.4 feet; thence North 5 degrees 10' East 40.8 feet; thence running North 84 degrees 50' West 1645 feet; thence running South 1 degree East 164 feet; thence running South 10 degrees West 203 feet; thence running South 20 degrees West 449.5 feet; thence running South 84 degrees 50' East 1218 feet; thence running South 5 degrees 10' West 24.75 feet; thence running South 84 degrees 50' East 912.57 feet to a stone at the South East corner of the premises conveyed, and on the East line of said North West Quarter; thence running North 3 degrees 59' East, on said East line of said Quarter 792.2 feet to the place of beginning containing 37.461 acres.

Said grantors further grant and convey to the grantee, his heirs and assigns, the right to use as and for a road and highway for said grantee, his heirs and assigns, the following described premises, to-wit: Being parts of the South West Quarter of Section #20, and the North West Quarter of Section #29, in Township #11, (Plain), Range #8.

Beginning at a stone at the Northeast corner of said Northwest Quarter; thence running North 3 degrees 59' East with the Quarter line 15 feet; thence North 84 degrees West 50 feet; thence 3 degrees 59' West and parallel with the East line of said North West Quarter 215.7 feet; thence South 87 degrees 2' East 50 feet to the Quarter line; thence North 3 degrees 59' East 198.8 feet on said Quarter line to the point of beginning, containing .252 of an acre.

Balance of deed same as noted at Section #26 above but with the following clause added.

This deed is given solely for the purpose of correcting the erroneous description of the property conveyed therein, in the deed heretofore given of said property, as described in the deed recorded in Vol. 567, Page 260, of the records of deeds of Stark County, Ohio.

Jacob W. Wilbur and  
Addie V., his wife,  
to  
Frank W. Sadler.

Power of Attorney.  
Dated May 22nd, 1911.  
Rec. for rec. Sept. 12th, 1913.  
Rec. Vol. 567, Page 359.

Know all men by these presents, that we, Jacob W. Wilbur and Addie V. Wilbur, (husband and wife) of Brookline, Massachusetts have constituted and appointed, and do hereby constitute and appoint Mr. Frank W. Sadler of Newton, Massachusetts, our true and lawful attorney, and the true and lawful attorney of each of us, and as such we and each of us do hereby authorize and empower our said attorney for us and for each of us, and in our several behalfs to execute, acknowledge and deliver for us, and each of us, deeds of conveyance of any and all lands lying in the State of Ohio, of which said Jacob W. Wilbur now is, or which he may hereafter become, the owner.

We and each of us hereby authorize our said attorney to sign our several names to all such deeds of conveyance of said lands, or any part thereof as our said attorney may hereafter see fit to make, and for us and each of us acknowledged and delivered said deeds which deeds may contain such conditions, stipulations, provisions and covenants of warranty and otherwise, as in the judgment of our attorney it may seem expedient and advisable to insert, and we hereby ratify and confirm all such acts as our attorney may lawfully perform under and by virtue of this instrument and we hereby ratify and confirm all the acts of said Frank W. Sadler as our attorney to this date.

No. 29.

J. W. Wilbur,  
vs.

Michael Martze,  
The unknown heirs and  
devisees of Michael  
Martzze,  
Peter Brandon, The  
unknown heirs and  
devisees of Peter  
Brandon.

IN COMMON PLEAS COURT.

1913 Aug. 22"	Petition and praecipe filed.
1913 Aug. 22"	Summons issued.
1913 Aug. 22"	Summons returned.
	Received this writ on the 22nd day of Aug. A. D. 1913.
1913 Aug. 22"	This writ returned with-our service, the within named defendants, Michael Martze and Peter Brandon not found in Stark County, Ohio.
	Adam W. Oberlin, Sheriff.
1913 Aug. 30"	Motion for service by publication.
1913 Aug. 30"	Service ordered by publication.
1913 Aug. 30"	Affidavit for service by publication filed.
1913 Sept. 20"	Amended petition filed.

(over)

1913 Sept. 20" Summons issued.  
1913 Sept. 20" Summons returned, Michael Martze and Peter Brandon not found in Stark County, Ohio.  
1913 Sept. 20" Affidavit for service by publication filed.  
1913 Sept. 20" Motion filed.  
1913 Sept. 22" Service by publication ordered.  
1913 Nov. 4" Affidavit of publication filed.  
1914 Apr. 29" Title quieted.  
App. Doc. 90, Page 25408.  
Rec. Page

AMENDED PETITION:-

Plaintiff for his amended petition herein says that he files this amended petition for the sole purpose of correcting the erroneous description set forth in his original petition and that this cause is to quiet title to the same tracts sought to be described in said original petition.

Plaintiff for a cause of action says that he is seized in fee simple, and is in possession of the following described real estate situate in Stark County, Ohio, in which the said defendants claim an interest and estate adverse to the plaintiff to-wit:-

(1) Being a part of the North West Quarter of Section #29, in Township #11 (Plain) and Range #8, Beginning at a stone at the North East corner of said Quarter; thence South 3 degrees and 50' West with the East line of said Quarter 198.8 feet to the true place of beginning of the tract of land hereby conveyed; thence North 87 degrees and 2' West 341.4 feet; thence North 5 degrees 10' East 40.88 feet; thence North 84 degrees 50' West 1645 feet; thence South 1 degree East 164.2 feet; thence South 10 degrees West 203 feet; thence South 20 degrees West 449.5 feet; thence South 84 degrees 50' East 1218 feet; thence South 5 degrees 10' West  $24\frac{3}{4}$  feet; thence South 84 degrees 50' East 912.57 feet to a stone in the East line of said North West Quarter; thence North 3 degrees 59' East 797.2 feet to the place of beginning and containing 37.481 acres of land; and an easement of right of way in the following described property, to-wit:-

(2) Being parts of the South West Quarter of Section #20, and the North West Quarter of Section #29, in Township #11, (Plain), and Range #8, Beginning at a stone at the North East corner of said North West Quarter; thence North 3 degrees 59' East, with the Quarter line 15 feet; thence North 84 degrees West 50 feet; thence South 3 degrees 59' West and parallel with the East line of said Quarter 215.7 feet; thence South 87 degrees 2' East 50 feet to the Quarter line; thence North 3 degrees 59' East 198.8 feet to the point of beginning, and containing .252 of an acre of land.

Plaintiff says that he derives his title to said lands and tenements by a certain Warranty Deed from Lucia M. Blum and John P. Blum, as recorded in Vol. 567, Page 260 of the Records of deeds of Stark County, Ohio, and by latter corrective deed from said parties recorded in said Vol. at Page -----.

Plaintiff further says that he and his predecessors in title and interest have hold said lands and tenements continuously and adversely to defendants for more than 20 years last past.

Plaintiff says that he has no knowledge of the whereabouts of either Michael Martze or Peter Brandon, defendants, and has had no knowledge of said defendants at any time since the date of the deeds hereinafter referred to, and believes said defendants to be deceased.

Plaintiff further says that by virtue of a certain warranty deed bearing date of October 9th, 1828, from Jacob Clippard and ----- his wife, to Michael Matz and recorded in Vol. "H", Page 200 of the Records of Deeds of Stark County, Ohio, and by virtue of a certain warranty deed bearing date of June 12th, 1830 from Jacob Klippart and Elizabeth, his wife, to Michael Martze, and recorded in Vol. "H", Page 734 of the Records of Deeds of Stark County, Ohio, Michael Martze and the unknown Heirs and Devisees of Michael Martze, defendants herein claim an interest or estate in said lands and tenements of plaintiff, adverse to plaintiff. That the exact nature of said defendants claim is to plaintiff unknown. Plaintiff further says that by virtue of a certain warranty deed from Jacob Clippert and Elizabeth, his wife, to Peter Branden and William Brandon, bearing date of January 24th, 1829, and recorded in Vol. "H", Page 482 of the Records of Deeds of Stark County, Ohio. Peter Brandon, and the unknown Heirs and Devisees of Peter Brandon, defendants herein, claim an interest or estate in said lands and tenements of plaintiff, adverse to plaintiff. That the exact nature of said defendants claim is to the plaintiff unknown.

Plaintiff says that said claims of defendants constitute a cloud upon his title to said lands and tenements.

Wherefore, Plaintiff prays that defendants be required to show forth the nature of their said claim; that defendants said adverse estates or interests determined and that his title to said lands and tenements be quieted against such adverse estate or interests, and that he be given such other relief as is equitable and proper.

SHERIFF'S RETURN:-

Received this writ on the 22nd day of August A. D. 1913, August 23rd, 1913, This writ returned without service, the within named defendants Michael Martze and Peter Brandon not being found in Stark County, Ohio.

Adam W. Oberlin,  
Sheriff.

SHERIFF'S RETURN:-

Received this writ Sept. 20th, A. D. 1913, at 11 o'clock A. M. and pursuant to its command, I made diligent search for the within named defendants Michael Martze and Peter Brandon in Stark County, return this writ not found.

Adam W. Oberlin,  
Sheriff.

NOTE:- This case has not yet been recorded and the above memorandum is made from an examination of the pleadings now on file.

Title quieted in Jacob W. Wilbur.



No. 30.

Canton Gardens,  
Plain Township,  
Stark County,  
Ohio.

1913 Sept. 3" Platted.  
1913 Sept. 5" Acknowledged.  
1913 Sept. 16" Approved by Civil Engineer,  
Canton, Ohio.  
1913 Sept. 16" Approved by Platting  
Commissioner, Canton,  
Ohio.  
1913 Sept. 16" Recorded.  
Plat Rec. 9, Pages 76 and 77.

This Plat is laid out on 37.733 acres owned by J. W. Wilbur, purchased from John P. Blum, part of the North West Quarter of Section #29, Township #11, Range #8.

\*\*\* \*\*

Lots #89, 90 and 91 in Canton Gardens each have a frontage of 30 feet on the North side of Bennett Street N. W., and extend Northwardly 100 feet.

Jacob W. Wilbur and  
Addie V. Wilbur,  
from  
Frank W. Sadler.

Revocation of Power of  
Attorney.  
Dated Jan. 6th, 1915.  
Rec. for rec. Jan. 14th, 1915.  
Rec. Vol. 564, Page 476.

Know all men by these presents: That whereas certain powers of attorney dated Aug. 12th, 1908, and May 22nd, 1911 respectively and recorded with the records of Stark County, Ohio, in Vol. 477, Page 50. and Vol. 567, Page 359 respectively, given under our hands and seals we appointed Frank W. Sadler of Newton in the County of Middlesex and Commonwealth of Massachusetts to be our attorney with the powers and authorities therein mentioned, and whereas we are desirous of revoking the powers given to the said Sadler as aforesaid.

Now therefor, we do hereby revoke and make void all and singular the powers and authorities by the said recited powers of attorney given to, or conferred upon the said Sadler, and we do hereby ratify and confirm any thing lawfully done by the said Sadler in the exercise of any such powers and authorities.

NOTE:- Acknowledged before "James L. Pattillo, Notary Public,  
County of ----, State of Florida."

Notarial Seal is attached, but no certificate showing that said James L. Pattillo was a Notary Public on said date.

Jacob W. Wilbur,  
Addie V., his wife,  
to  
The J. W. Wilbur Co.,  
A Massachusetts  
Corporation.

Deed without Warranty. \$1.00  
Dated March 4th, 1915.  
Rec. for rec. May 27th, 1915.  
Rec. Vol. 575, Page 577.

Conveys Lots #89, 90 and 91 in Canton Gardens, Plain Township, Stark County, Ohio.

The J. W. Wilbur Co.,  
A Massachusetts  
Corporation, By  
Arthur P. Cresse, Pres.,  
to  
Lillian Rudner.

Warranty Deed. \$1.00  
Dated May 6th, 1919.  
Rec. for rec. May 26th, 1919.  
Rec. Vol. 682, Page 105.

Conveys Lots #89, 90 and 91 in Canton Gardens, Plain  
Township, Stark County, Ohio, subject to all unpaid local  
assessments.

L I E N S

No. 34.

Henry Ream and  
Anna, his wife,  
to  
Adam Oberlin.

Mortgage \$1500.00  
Dated January 21st, 1852.  
Rec. Vol. 47, Page 379.  
Cancelled.

No. 35.

Maud Hiner Ream  
Edwin L., (her husband,)  
to  
Charles W. Ream, Exr.  
of Henry Ream, dec'd.

Mortgage \$2000.00  
Dated March 1st, 1907.  
Rec. Vol. 446, Page 298.  
Cancelled.

No. 36.

Maud Hiner Ream,  
Edwin L., (her husband,)  
to  
The Central Savings  
Bank Company.

Mortgage \$2500.00  
Dated December 19th, 1907.  
Rec. Vol. 414, Page 535.  
Cancelled.

No. 37.

Lucia M. Blum and  
John P., (her husband),  
to  
Peter C. Graber,  
John C. Graber and  
Mary C. Graber.

Mortgage \$2500.00  
Dated August 1st, 1910.  
Rec. Vol. 484, Page 330.  
Cancelled.

No. 38.

NO LEASES or MECHANIC'S LIENS.

No. 39.

TAXES due December, 1923: \$ .93.

No. 40.

We have made no search for street, sewer or other special assessments.

No. 41.

No Judgments, foreign executions or pending suits which are living liens on said premises.

\*\*\* \*\*

We hereby certify that the foregoing ABSTRACT OF TITLE, consisting of Forty-One (41) Sections, was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument of record affecting the title to the premises described in the heading of the Abstract, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

Canton, Ohio.

December 11th, 1923.

Blair K. Meigs

ADDENDA TO ABSTRACT OF TITLE to the property described in the heading of the original Abstract, showing the changes affecting the title thereto since December 11, 1923.

No. 2;

Lillian Rudner, and  
Maurice J., her husband,

to

Albert Winterbottom.

Warranty Deed.

Signed and ack'd. Dec. 5, 1923.

Rec. Dec. 13, 1923, Vol. 824, P. 567.

Stark County Recorder's Office.

Conveys the premises above described.

L I E N S

No. 3.

Albert Winterbottom,

to

Canton Bank & Trust Company.

Mortgage Deed.

\$200.00

Signed and ack'd. Jan. 23, 1924.

Rec. Jan. 25, 1924, Vol. 753, P. 60.

CANCELED.

No. 4.

Albert Winterbottom,

to

Canton Bank & Trust Company.

Mortgage Deed.

\$200.00

Signed and ack'd. May 26, 1925.

Rec. June 3, 1925, Vol. 821, P. 13.

NOT CANCELED.

Given to secure the payment of a promissory note of \$200.00 due and payable on or before one year, bearing 6% interest per annum.

Plain Township Historical Society

CANCELLED ON THE RECORDS THE EGERT COMPANY  
Oct 29 1926  
P. W. Achmuty

No. 5.

NO JUDGMENTS OR PENDING SUITS.

No. 6.

NO FOREIGN EXECUTIONS.

No. 7.

NO LEASES.

No. 8.

NO MECHANIC'S LIENS.

No. 9.

TAXES FOR JUNE, 1925, ARE

DELINQUENT - AMOUNT DUE - \$0.31 on each lot.

No. 10.

We have made no search for taxes, special assessments, or water rents, liquor taxes or conveyances, or agreements or Mechanic's Liens not filed of record to date hereof, nor the rights or claims of parties in possession not shown of record.

We hereby certify that the foregoing ADDENDA to Abstract of Title, consisting of 10 Sections, was collated by us from The Official Records of Stark County, Ohio, and we believe the same is correct and shows every instrument of record, affecting the title to said premises, as shown by The General Indexes in the Several County Offices in and for Stark County, Ohio, since and including December 11, 1923.

Canton, Ohio.

September 16, 1925

10:00 A. M.

*Stewart & Erickson*

Attorneys and Abstractors.

C O N T I N U A T I O N .

No. 11.

Albert Winterbottom,  
unmarried,

Warranty Deed.

to

Signed and ack'd. Oct. 7, 1925.

Michael Gottschalk.

Rec. Nov. 2, 1925, Vol. 889, P. 398.

Stark County Recorder's Office.

Conveys Lots 89, 90 and 91 in Canton Gardens Addition, Plain Township, Stark County, Ohio.

L I E N S .

No. 12.

We find no mortgages given by Albert Winterbottom or Michael Gottschalk against said premises recorded or left for record with the Recorder of Stark County, Ohio, since September 16, 1925.

No. 13.

NO JUDGMENTS OR PENDING SUITS.

No. 14.

NO FOREIGN EXECUTIONS.

No. 15.

NO LEASES.

No. 16.

NO MECHANIC'S LIENS.

No. 17.

TAXES FOR JUNE, 1925, ARE DELINQUENT  
Amount due on each lot - \$0.37.



We have made no search for street or sewer assessments, water rents, liquor taxes, or other special assessments, nor for conveyances, agreements, or Mechanic's Liens not filed of record to date herof, nor the rights or claims of parties in possession not shown of record.

We hereby certify that the foregoing CONTINUATION to this Abstract of Title, consisting of 11th Section to Section 18 inclusive, was collated by us from The Official Records of Stark County, Ohio, and we believe the same is correct and shows every instrument of record, affecting the title to said premises, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio, since and including September 16, 1925.

Canton, Ohio

October 25, 1926.

9:00 A. M.

*Seaman J. Seaman*  
Attorneys and Abstractors.

ADDENDA to Abstract of Title to lot #90 in Canton Gardens Allotment in Plain Township, Stark County, Ohio, showing changes in title thereto since and including October 25, 1926.

No. 2.

Michael Gottschalk,  
widower.  
To  
The Canton Associates  
Realty Company.

Gen. War. Deed.  
S. & A. Oct. 25, 1926.  
Rec. Oct. 29, 1926.  
Vol. 924. P. 259.

Conveys lots #89, #90 and #91 in Canton Gardens Addition to the City of Canton, Ohio in Plain Township Stark County, Ohio.

L I E N S

No. 3.

The Canton Associates Realty Company, By E. L. Gehman, President and J. L. Allman, Secretary.

Mortgage \$1500.00.  
S. & A. July 7, 1927.  
Rec. July 7, 1927.  
Vol. 919. P. 120.  
Not Canceled on the Record.

To  
The First Savings and Loan Company, Canton, Ohio.

On said premises.

No. 4.

No mechanics liens, leases, judgments, foreign executions or pending suits.

Taxes: Paid to and including December 1926 payment.

We have made no search for street, sewer, liquor or other special assessments, nor for suits or judgments in Courts other than the Common Pleas Court of Stark County, Ohio.

We hereby certify that we have collated the foregoing ADDENDA from the Official Records of Stark County, Ohio, and that we believe the same shows every instrument of record affecting the title to said premises as shown by the General Indexes in the various County Offices, since and including said date.

THE EGGERT ABSTRACT COMPANY

*B. W. Schriener*  
-----  
ACW



CONTINUATION.

5.

The Canton Associates Realty Co.,  
by E.L.Gehman, Pres., and  
J.L.Allman, Secy.,

Warranty Deed

Dated, Sept.23, 1930

to

Recd., Oct.8th, 1930

Canton Associates Realty, Inc.

Vol. 1046 page 466

Conveys Lots # 89, 90 and 91 in Canton Gardens, Plain Twp.,  
Stark County, Ohio.

6.

C.M.Welty,

1931.July 30.Petition filed ask-  
ing for appointment of liqui-  
dating agent to take charge  
of real estate of the defend-  
ant company.

B.B.Bixby,

1931.July 30.B.B.Bixby appointed  
Liquidating Agent and qualified.

J.L.Allman,

1933.Feb.20.The First Savings &  
Loan Co., Canton, Ohio, made a  
party defendant and waiver of  
summons filed.

E.L.Gehman,

vs.

Canton Associates  
Realty, Inc.

1933.Feb.20.Application filed  
asking for Order to sell prop-  
erty at private sale.

App.Dec.155 p.62532.

1933.July 27.Liquidating Agent  
ordered to sell the premises  
here in question at private  
sale.

1933.Aug.18.Sale of property to  
The First Savings & Loan Co.,  
Canton, Ohio, confirmed and deed  
ordered.All mortgages and other  
liens on said property cancelled

7.

Bert B. Bixby, Liquidating Agent  
of Canton Associates Realty, Inc.

Liquidators Deed

to

Dated, Aug.30, 1933.

The First Savings & Loan Co.,  
of Canton, Ohio.

Recd., Oct.24, 1933.

Vol. 1096 page

Recites the proceedings noted in the preceding section  
and conveys Lots # 89, 90 and 91 in Canton Gardens, Plain Twp.,  
Stark County, Ohio.

8.

✓ No Mortgage since July 7, 1927

9.

✓ No Leases or Mechanics Liens.

10.

✓ No Federal Tax or Bond Liens

11.

✓ No Judgments, Pending Suits or Foreign Executions  
which are living liens on these premises.

12.

Taxes due June 1933 and Unpaid:- \$ 47.88

13.

No search for Special Assessments.

-----

I hereby certify that I have collated the foregoing Continuation from the Official Records of Stark County, Ohio, and that the same is correct and shows every instrument of record affecting the title to said premises since and including July 7th, 1927.

Canton, Ohio,

Oct. 24th, 1933.

*Oliver C. Martin*

Attorney at Law.

Canton, Ohio, July 13, 1933.

This will certify that Lots # 89, 90 and 91 in Canton Gardens, Plain Twp., Stark County, Ohio, are in the name of Canton Associates Realty, Inc. (See Vol. 1046 page 466), and that each lot is incumbered by a mortgage to The First Savings & Loan Co., Canton, Ohio, as shown in Abstract. There are no other mortgages and no Leases, Mechanics Liens, Federal Tax or Bond Liens.

*Oliver C. Martin*

Attorney at Law.

ADDENDA TO ABSTRACT OF TITLE to Lot #90 in Canton Gardens, showing all changes in title thereto since and including October 24, 1933.

The First Savings & Loan Co.  
of Canton, Ohio  
to  
Sue A. McQuiston

Warranty Deed \$1.00.  
Dated and Ack'd. May 21, 1935.  
Rec. for rec. May 22, 1935.  
Recorded  
Vol. 1092, Pg.

Conveys the premises as described in the heading hereof. Deed is signed by F. W. Preyer, Vice President and C. E. Schneider, Secretary. Acknowledgment recites that authority was granted by resolution of the board of directors.

LEAS

Sue A. McQuiston and Ed. W. McQuiston, Trustees of The First Savings & Loan Co. of Canton, Ohio, do hereby certify that the mortgage of \$580.00 given to secure a loan to Sue A. McQuiston, under authority of the Board of Directors of The First Savings & Loan Co. of Canton, Ohio, is a valid and enforceable mortgage. This mortgage is being released, and the title to the premises is being returned to Sue A. McQuiston, Vice President of The First Savings & Loan Co. of Canton, Ohio.

There are no Leases or Mechanic's Liens.

There are no judgments, foreign executions or pending suits, which are living liens against the premises in question.

There are no federal tax or recognizance bond liens.

There are no delinquent personal tax liens.

TAXES: Due December 1934: PAID.

*1917/46*  
*Sue A. McQuiston*  
*Ed. W. McQuiston*  
*Trustees of*  
*The First Savings &*  
*Loan Co. of Canton,*  
*Ohio*  
*do hereby certify*  
*that the mortgage*  
*of \$580.00 given*  
*to secure a loan*  
*to Sue A. McQuiston*  
*under authority*  
*of the Board of*  
*Directors of The*  
*First Savings &*  
*Loan Co. of*  
*Canton, Ohio,*  
*is a valid and*  
*enforceable*  
*mortgage.*  
*This mortgage*  
*is being*  
*released,*  
*and the title*  
*to the*  
*premises is*  
*being*  
*returned*  
*to Sue A.*  
*McQuiston,*  
*Vice*  
*President*  
*of The*  
*First*  
*Savings*  
*& Loan*  
*Co. of*  
*Canton,*  
*Ohio.*

*Plain Township*  
*Optical Society*

*Mary White*  
*Attorney-at-Law*

No search made for special assessments.

-----oOo-----

I hereby certify that the foregoing ADDENDA was collated by me from the Official Records of Stark County, Ohio and I believe the same to be correct and shows every instrument of record affecting title thereto since and including October 24, 1933 as shown by the General Indexes in the several County Offices in and for Stark County.

Canton, Ohio.

May 24, 1935.

11:30 A. M.

Gordon J. Burris  
Attorney and Abstractor

Plain Township Historical Society

10.

Sue A. McQuiston and Ed. L., her husband, (who releases dower)

Warranty Deed, \$ 1.00

Dated, Sept. 15, 1938

to

Filed, Oct. 4, 1938

Robert E. Gilson and Betty L. Gilson.

Vol. 1215 page 518.

Conveys: "Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being Lot No. 90 in Canton Gardens, Plain Township, Stark County, Ohio."

Free from incumbrances excepting all taxes and special assessments due in June 1938 and thereafter, all of which grantees assume and agree to pay.

11.

No other Deeds filed for record since May 24, 1935.

12.

Robert E. Gilson and Betty L. Gilson husband and wife,

Mortgage, \$ 916.38

to

Dated, Sept. 15, 1938  
Filed, Oct. 10, 1938

Ed. L. McQuiston

Vol. 1211 page 164  
Not Cancelled.

Covers premises described in Section No. 10 above and given to secure note for \$ 916.38, payable at \$ 7.50 per month.

13.

Robert E. Gilson and Betty L. Gilson husband and wife,

Mortgage, \$ 1000.00

Dated, June 20, 1944  
Filed, June 22, 1944  
at 3:44 P.M.

First Federal Savings and Loan Association of Canton

Vol. 1451 page 6.  
Not Cancelled.

Covers: "Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being Lot No. 90 in Canton Gardens, Plain Township, Stark County, Ohio, as shown on the Plat of said Addition, recorded in Plat Rec. 9 pages 76 and 77 of the Stark County Plat Records."

This mortgage given to secure a loan of \$ 1000.00, to be repaid at \$ 10.00 per month.



14.

Sue A. McQuiston

to

Oscar R. Kamp.  
(Harry Nusbaum, Atty)

Mechanics Liens, \$ 44.25

Dated, Dec. 31, 1937  
Filed, Jan. 3, 1938  
Vol. 20 page 395  
Not cancelled.

Last labor performed Dec. 27, 1937. Amount due \$ 44.25 and interest at 6% on premises described at Section No. 10 above

*Record August 15, 1944  
" Liens secured by  
Mechanics Lien  
has been paid and  
lien is hereby  
satisfied and dis-  
charged.  
Oscar R. Kamp  
Harry Nusbaum  
Attorneys at Law*

15.

No other Mechanics Liens on said premises.

16.

No Leases or Personal Tax Liens, on said premises.

17.

No Federal Tax, Criminal Bond or Compensation Liens.

18.

No Foreign Executions in Stark Co. Sheriff's office.

19.

No Judgments or Pending Suits in Common Pleas Court.

20.

Taxes due in June 1944 payment, not paid, \$ 7.59

Sewer maintenance assessments ( \$ 5.00 per year )  
are paid up to date. Next payment due Dec. 1944.

I hereby certify that I have collated the foregoing Continuation from the Official Records of Stark County, Ohio, and that the same is correct and shows every instrument of record affecting the title to said premises since and including May 24th, 1935.

Canton, Ohio,

June 22, 1944  
at 3:44 P.M.

*Oscar C. Martin*  
-----  
Attorney at Law

Plain Township Historical Society

C O N T I N U A T I O N

CONTINUATION to ABSTRACT OF TITLE to Lot Number Ninety (#90) in Canton Gardens, Plain Township, Stark County, Ohio, said CONTINUATION showing changes in TITLE thereto since and including June 22, 1944.

No. 21.

/ No Deeds from Robert E. Gilson or Betty L. Gilson have been filed for record since and including June 22, 1944.

L I E N S

No. 22.

/ No Mortgages have been filed for record since and including June 22, 1944.

No. 23.

No Leases nor Mechanics Liens.

No. 24.

/ No Personal Property Tax Liens, Federal Tax Liens, Recognizance Bonds Liens, nor Unemployment Compensation Liens.

No. 25.

No Pending Suits, Judgments, nor Foreign Executions which are living liens on said premises.

No. 26.

/ Taxes due and payable June, 1946, paid.  
Amount paid \$7.81.

Assessments

Maintenance of Sewer Improvements  
Edgefield Sewer District #3  
Current Assessment paid.  
Amount paid \$8.00

✓ I have made no search for street, sewer, or other special assessments.

-----oOo-----

I hereby certify that the foregoing CONTINUATION consisting of Sections Numbers Twenty-one (21) to Twenty-seven (27) inclusive was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the TITLE to Lot Number Ninety (#90) in Canton Gardens, Plain Township, Stark County, Ohio, since and including June 22, 1944, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

*Marquette Bair*

ATTORNEY-AT-LAW

Dated at Canton, Ohio,  
October 7, 1946, at  
8 O'clock A. M.

C O N T I N U A T I O N

CONTINUATION to ABSTRACT OF TITLE to Lot Number Ninety (#90) in Canton Gardens, Plain Township, Stark County, Ohio, said CONTINUATION showing changes in TITLE thereto since and including October 7, 1946.

No. 28.

Robert E. Gilson,  
and Betty L. Gilson,  
husband and wife,

to

Harold G. Gaumer  
Ethel F. Gaumer

Warranty Deed, \$1.00.  
Dated and Ack'd. October 8, 1946.  
Rec. for record October 11, 1946.  
Recorded October 14, 1946.  
Volume 1614, page 461.

Conveys Lot Number Ninety (#90) in Canton Gardens, Plain Township, Stark County, Ohio, as shown on the Plat of said Addition, recorded in Plat Record 9, pages 76 and 77 of the Stark County Plat Records.

Free from all incumbrances whatsoever except taxes and assessments due and payable in June 1947 and thereafter, all of which the Grantees herein assume and agree to pay.

L I E N S

No. 29.

Harold G. Gaumer  
and Ethel F. Gaumer,  
husband and wife,

to

First Federal Savings and  
Loan Association of Canton

Mortgage Deed, \$2200.00.  
Dated and Ack'd. October 8, 1946.  
Rec. for record October 11, 1946.  
Recorded October 14, 1946.  
Volume 1611, page 479.  
**NOT CANCELLED.**

Covers Lot Number Ninety (#90) in Canton Gardens, Plain Township, Stark County, Ohio, as shown on the Plat of said Addition, recorded in Plat

Record 9, pages 76 and 77 of the Stark County Plat Records, and given to secure their certain promissory note of even date in the principal sum of Twenty-two Hundred and no/100 Dollars (\$2200.00) in favor of First Federal Savings and Loan Association of Canton; said note to bear interest at the rate of  $4\frac{1}{2}$  per cent per annum and to be payable, with interest, in regular monthly installments of not less than Twenty-two and no/100 Dollars (\$22.00) on or before the 25 day of each calendar month in advance until said principal sum and interest are fully paid.

No. 30.

No Leases nor Mechanics Liens.

No. 31.

No Personal Property Tax Liens, Federal Tax Liens, Recognizance Bonds Liens, nor Unemployment Compensation Liens.

No. 32.

No Pending Suits, Judgments, nor Foreign Executions which are living liens on said premises.

No. 33.

Taxes due and payable June, 1946, paid.  
Amount paid, \$7.81.

Sewer Maintenance for 1946, paid.  
Amount paid, \$8.00.

I have made no search for street, sewer, or other special assessments.

-----oOo-----

I hereby certify that the foregoing CONTINUATION consisting of Sections Numbers Twenty-eight (28) to Thirty-four (34) inclusive was collated by me from the Official Records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the TITLE to Lot Number Nine (#90) in Canton Gardens, Plain Township, Stark County, Ohio, since and including October 7, 1946, as shown by the General Indexes in the several County Offices in and for Stark County, Ohio.

*Marqueita Bai*

ATTORNEY-AT-LAW

Dated at Canton, Ohio,  
October 16, 1946, at  
8 O'clock A. M.